

AN ORDINANCE BY THE CITY OF MORGANTOWN AUTHORIZING THE RENEWAL OF A LEASE AGREEMENT BETWEEN IT, AS LESSOR, AND THE STATE OF WEST VIRGINIA, AS LESSEE, ON BEHALF OF THE DEPARTMENT OF ENVIRONMENTAL PROTECTION, REGARDING REALTY AT THE MORGANTOWN MUNICIPAL AIRPORT UTILIZED FOR PURPOSES OF AIR QUALITY SAMPLING.

The City of Morgantown hereby ordains that its City Manager is authorized to execute the Lease Agreement Addendum II, hereto attached, by and on behalf of the City of Morgantown.

This Ordinance shall be effective upon date of adoption.

FIRST READING:

MAYOR

ADOPTED:

FILED:

CITY CLERK

RECORDED:

ADDENDUM II

THIS ADDENDUM, made **July 2, 2014**, is hereby made an integral part of Contract of Lease No. **DEP-127-809**, which Contract of Lease was made **September 3, 1999**, and amended via addenda thereto, by and between the **City of Morgantown**, as Lessor, and the **STATE OF WEST VIRGINIA**, by the Department of Administration, Real Estate Division, as Lessee, for and on behalf of the **DEPARTMENT OF ENVIRONMENTAL PROTECTION**, as Tenant.

WHEREAS, the Lessor has leased unto the Lessee, for use by the Tenant, the following described Premises:

a 15' x 20' area, for the purpose of erecting an Office of Air Quality Sampling Shelter, on the northwestern corner of the facility commonly known as Morgantown Airport at the junction of Routes 119 and 857 in the city of Morgantown, Monongalia County, West Virginia

WHEREAS, both parties acknowledge that the Lessee has a new mailing address.

WHEREAS, both parties hereto agree to extend the term of said Contract of Lease for one additional five-year period beginning **September 1, 2014**, and ending at midnight on **August 31, 2019** at the current rate of **\$1 per year**.

NOW, THEREFORE, THIS ADDENDUM WITNESSETH:

It is agreed by and between the parties hereto that certain sections of the subject Contract of Lease are amended as follows:

(A) Page 1, Item 1, entitled "TERM AND NOTICES", shall be amended to read as follows:

The term of this Contract of Lease, subject to the provisions hereof, shall begin on **September 1, 2014**, and ending at midnight on **August 31, 2019**. The Contract of Lease shall be considered renewed for each ensuing fiscal year during the term of the Contract of Lease unless it is canceled by the Lessee before the end of the then current fiscal year.

Notices may be given by personal service upon the party(s) entitled to such notice, or by certified mail, duly stamped and directed to the last-known address of the party to be notified, and deposited in the post office. The proper mailing of such notice and not the receipt thereof shall constitute the giving of such notice by either party to the other. Notices shall be directed as follows:

To the Lessee

State of West Virginia
Department of Administration
Real Estate Division
900 Pennsylvania Avenue, Suite 500
Charleston, WV 25302

To the Lessor

City of Morgantown
389 Spruce Street
Morgantown, WV, 26505

(B) Other Term and Conditions

The subject Contract of Lease shall now be identified as **DEP-127-819** to reflect the new expiration date. All other terms and conditions shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused their names to be affixed to this Addendum.

WITNESS:

CITY OF MORGANTOWN, LESSOR

By _____

By _____
Jeff Mikorski, City Manager

STATE OF WEST VIRGINIA, LESSEE

By _____

By _____
Constantino S. Amores Jr., Executive Director
of the Department of Administration, Real
Estate Division, for and on behalf of the
Department of Environmental Protection

Acknowledged by Tenant:
Department of Environmental Protection

By _____
Tammy Thornton, Manager

Approved as to form this _____ day of _____, 2014. Patrick Morrissey, Attorney General

By _____
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